

SERFF Tracking Number: MALF-126946433 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 47530
Company Tracking Number: 09MVAGRP.1
TOI: A07G Group Annuities - Special Sub-TOI: A07G.002 Modified Guaranteed
Product Name: 09MVA.1
Project Name/Number: /

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: 09MVA.1

SERFF Tr Num: MALF-126946433 State: Arkansas

TOI: A07G Group Annuities - Special

SERFF Status: Closed-Approved-
Closed State Tr Num: 47530

Sub-TOI: A07G.002 Modified Guaranteed

Co Tr Num: 09MVAGRP.1

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Andrea Barr

Disposition Date: 12/15/2010

Date Submitted: 12/14/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: 03/04/2011

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Discretionary

Filing Status Changed: 12/15/2010

Explanation for Other Group Market Type:

State Status Changed: 12/15/2010

Deemer Date:

Created By: Andrea Barr

Submitted By: Andrea Barr

Corresponding Filing Tracking Number:

Filing Description:

Re: John Hancock Life Insurance Company (U.S.A.)

NAIC #65838, FEIN # 01-0233346

For Approval Purposes:

Revised Certificate Cover Page and Page 7: 09MVAGRP.1

Dear Sir or Madam,

We are filing the forms referenced above for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing and positioning.

SERFF Tracking Number:	MALF-126946433	State:	Arkansas
Filing Company:	John Hancock Life Insurance Company (U.S.A.)	State Tracking Number:	47530
Company Tracking Number:	09MVAGRP.1		
TOI:	A07G Group Annuities - Special	Sub-TOI:	A07G.002 Modified Guaranteed
Product Name:	09MVA.1		
Project Name/Number:	/		

Form 09MVAGRP was filed and approved by your department on 6/22/2009 under state filing number 42683.

In this submission, we are only filing the revisions to the cover page and to page 7. The form number on the cover page and on page 7 have been revised to 09MVAGRP.1. There are no changes to any of the other certificate pages and therefore we have not changed the form number or included the pages in this submission. We have added clarifying language to the contract cover. The language below the officer's signatures has been revised. On page 7, the MVA formula language for the k factor has been expanded. We have made no substantive changes to the certificate. We have included redlined versions for your information. We certify that no other changes have been made to the forms.

There are no revisions to the actuarial memorandum which was filed with the original submission. The original actuarial memorandum which was previously approved is included for reference. However, there is no change the actuarial memorandum.

The readability score has not been affected by the changes made to the certificate cover or page 7. The readability score that is included with this submission is the original readability certification for this certificate.

Any requisite fees and all required documents have been remitted.

Your attention to this submission is appreciated. If you have any concerns regarding any of the enclosed materials, please do not hesitate to contact us.

Company and Contact

Filing Contact Information

Andrea Barr, Senior Compliance Analyst	abarr@jhancock.com
601 Congress St	617-663-4259 [Phone]
Boston, MA 02210	617-663-2995 [FAX]

Filing Company Information

John Hancock Life Insurance Company (U.S.A.)	CoCode: 65838	State of Domicile: Michigan
601 Congress St.	Group Code:	Company Type: Life
Boston, MA 02210-2805	Group Name:	State ID Number:
(617) 663-3000 ext. [Phone]	FEIN Number: 01-0233346	

SERFF Tracking Number: MALF-126946433 State: Arkansas
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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	12/14/2010	42917975

SERFF Tracking Number: MALF-126946433 State: Arkansas
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Product Name: 09MVA.1
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/15/2010	12/15/2010

SERFF Tracking Number: *MALF-126946433* *State:* *Arkansas*
Filing Company: *John Hancock Life Insurance Company (U.S.A.)* *State Tracking Number:* *47530*
Company Tracking Number: *09MVAGRP.1*
TOI: *A07G Group Annuities - Special* *Sub-TOI:* *A07G.002 Modified Guaranteed*
Product Name: *09MVA.1*
Project Name/Number: */*

Disposition

Disposition Date: 12/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-126946433 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 47530

Company Tracking Number: 09MVAGRP.1

TOI: A07G Group Annuities - Special Sub-TOI: A07G.002 Modified Guaranteed

Product Name: 09MVA.1

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Redlined Versions		Yes
Form	Cover Page of Certificate		Yes
Form	Page 7 of Certificate		Yes

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Form Schedule

Lead Form Number: 09MVAGRP.1

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09MVAGR P.1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Cover Page of Certificate	Revised	Replaced Form #: 09MVAGRP Previous Filing #: 42683	51.500	09MVAGRP.1 (JHUSA- generic 1.0- numbered- clean-cover page).pdf
	09MVAGR P.1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Page 7 of Certificate	Revised	Replaced Form #: 09MVAGRP Previous Filing #: 42683	51.500	09MVAGRP.1 (JHUSA- generic 1.0- numbered- clean-page 7.pdf

**JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)
A STOCK LIFE INSURANCE COMPANY**



Overnight Mailing Address:

[164 Corporate Drive
Portsmouth, NH 03801-6815]¹

Annuity Service Office:

[P.O. Box 9505
Portsmouth, NH 03802-9505
For Inquiries or Assistance in
Resolving Complaints:
1-800-344-1029]²

Home Office:

[Bloomfield Hills, MI]³

This is a legal Certificate - read it carefully.

We agree to pay the benefits of this Certificate in accordance with its terms.

This Certificate is issued in consideration of the Payment.

John Hancock Life Insurance Company (U.S.A.) ("the Company") will pay an annuity benefit commencing on the Maturity Date to the Payee as directed by the Owner, in accordance with the Annuity Payments provision of this Certificate. Unless another available option under this Certificate is elected, annuity benefit payments will be payable for a guaranteed period of 10 years and as long thereafter as the Annuitant lives. If the Owner dies while this Certificate is in effect prior to the Maturity Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuity Service Office.

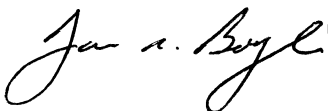
FIFTEEN DAY RIGHT TO REVIEW

The Owner may cancel the Certificate by returning it to our Annuity Service Office or agent at any time within 15 days after receipt of the Certificate. Within 7 days of receipt of the Certificate by us, we will pay the Account Value, adjusted by any Market Value Adjustment computed on the Date the Certificate is received by us, to the Owner. The Market Value Adjustment will only be applied where the change in the rate, as determined in accordance with the formula in the Certificate, is greater than or equal to 0.25%. If the purchase of this Certificate involves the replacement of any existing life insurance or annuity, then the right to review provision is extended to 30 days.

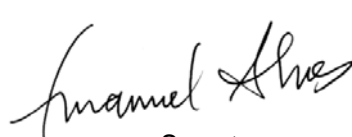
When the Certificate is issued as an individual retirement annuity under Section 408 or Section 408A of the Code, or as otherwise required by applicable law, during the first 7 days of this 15 day period, we will return the amount equal to the Payment made for the Certificate, if greater than the Account Value described above.

We hold reserves for our guarantees under this Certificate in a non-unitized MVA Separate Account established within the General Account. The assets of the MVA Separate Account are subject to the liabilities that arise out of the other business that we conduct. General Account assets are also available to meet the guarantees under this Certificate as well as our other general obligations.

Signed for us at Boston, Massachusetts, on the Certificate Date.

[]

President

[]⁴

Secretary

Single Payment Modified Guarantee Deferred Annuity
Non-Participating

AMOUNTS PAYABLE UNDER THIS CERTIFICATE MAY BE SUBJECT TO AN UPWARD OR DOWNWARD MARKET VALUE ADJUSTMENT (SEE PART 6, PAGE 7). AMOUNTS WITHDRAWN UNDER THIS CERTIFICATE MAY BE SUBJECT TO AN EARLY WITHDRAWAL CHARGE (SEE PART 8, PAGE 8 and Specifications Page S.2).

notice of the Subsequent Guarantee Periods available. Unless we receive written instructions from You selecting a Subsequent Guarantee Period from those then available, upon expiration of any Guarantee Period, a Subsequent Guarantee Period of one year will commence. If a one year Guarantee Period is not available, you will be placed in the next shortest available Guarantee Period. Any Subsequent Guarantee Period will begin the day after the expiration of the immediately preceding Guarantee Period. We do not subject an amount to a Market Value Adjustment when it is applied to a Subsequent Guarantee Period.

If you elect a Subsequent Guarantee Period that extends beyond the Maturity Date shown on the Specifications Page, your Maturity Date will be extended to the last day of that Subsequent Guarantee Period. In no event will you be permitted to elect a Subsequent Guarantee Period longer than the shortest Guarantee Period ending on or after the Maximum Maturity Date shown on the Specifications Page.

PART 6: MARKET VALUE ADJUSTMENT (MVA) FORMULA

Any amounts withdrawn or converted to Annuity Payments on any date other than the period 30 days after the expiration of the Guarantee Period may be adjusted upward or downward by the application of a Market Value Adjustment Factor described below.

The Market Value Adjustment Factor is determined by the following formula:

$$\left[\frac{1+i}{1+j+k} \right]^{\frac{n}{12}}$$

Where i, j, k and n are defined as follows:

i = guaranteed rate in effect for the current Guarantee Period for this Certificate

j = rate offered on a Guarantee Period equal to number of months remaining in the current Guarantee Period, as of the date your request is processed. For purposes of this calculation, months remaining will be rounded up to the next nearest whole number. If a rate for this duration is not available (for new purchases), the Company will declare a rate solely for this purpose that is consistent with rates for durations that are currently available

k = Adjustment Factor, as indicated on the Specifications Page. This Adjustment Factor effectively reduces the amount paid and functions as an additional withdrawal charge.

n = number of months from date that any amounts withdrawn or converted to Annuity Payments are processed to the end of your current Guarantee Period. In the case of partial months, n is rounded up to the next month.

The amount of Market Value Adjustment, if any, upon withdrawal is specified in Part 8, "Withdrawals."

The Market Value Adjustment is equal to A x (B-1) where A is the amount subject to adjustment, and B is the Market Value Adjustment factor above. The Market Value Adjustment may be positive or negative.

PART 7: INTEREST ON ACCOUNT VALUE

The Account Value is the value of the amount allocated to the Guarantee Period, reduced by any Gross Withdrawal Amounts and reduced by any other applicable charges described in the Certificate and accumulated with interest. The Account Value will accumulate at a rate of interest determined by us and in effect on the date the amount is allocated to the Guarantee Period. The Initial Guaranteed Interest Rate is shown on the Specification Page. The Initial Guaranteed Interest Rate may vary based on the amount of the Payment allocated to the Guarantee Period and will apply throughout the Initial Guarantee Period. At the commencement of any Subsequent Guarantee Period, the interest rate credited will be at least equal to our declared interest rate then in effect for new policies of the same size with Guarantee Periods of the same duration commencing at the beginning of the Subsequent Guarantee Period. All such declared interest rates will be expressed on an annual effective basis and will never be less than the guaranteed

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR Compliance Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: The application was approved on 6/22/2009 under State Filing Number 42683.		

	Item Status:	Status Date:
Satisfied - Item: Redlined Versions Comments: Attachments: 09MVAGRP.1 (JHUSA-generic 1.0-numbered-redlined-cover page).pdf 09MVAGRP.1 (JHUSA-generic 1.0-numbered-redlined-page 7).pdf		

Compliance Certification

This is to certify that the attached John Hancock Life Insurance Company (U.S.A.) forms, as listed below, have the following Flesch Readability scores, and comply with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

FORM NUMBER

FLESCH SCORE

09MVAGRP

51.5

156-MVA-09 (Application)

**Over 50 when scored with
the contract**

I also certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws, rules and regulations of the State of Arkansas.



Signature of Officer of the Company

Name: John C. Penney, Jr.
Title: Compliance Director
Date: June 17, 2009

JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)
A STOCK LIFE INSURANCE COMPANY



Overnight Mailing Address:
[164 Corporate Drive
Portsmouth, NH 03801-6815]¹

Annuity Service Office:
[P.O. Box 9505
Portsmouth, NH 03802-9505
For Inquiries or Assistance in
Resolving Complaints:
1-800-344-1029]²

Home Office:
[Bloomfield Hills, MI]³

This is a legal Certificate - read it carefully.

We agree to pay the benefits of this Certificate in accordance with its terms.

This Certificate is issued in consideration of the Payment.

John Hancock Life Insurance Company (U.S.A.) ("the Company") will pay an annuity benefit commencing on the Maturity Date to the Payee as directed by the Owner, in accordance with the Annuity Payments provision of this Certificate. Unless another available option under this Certificate is elected, annuity benefit payments will be payable for a guaranteed period of 10 years and as long thereafter as the Annuitant lives. If the Owner dies while this Certificate is in effect prior to the Maturity Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuity Service Office.

FIFTEEN DAY RIGHT TO REVIEW

The Owner may cancel the Certificate by returning it to our Annuity Service Office or agent at any time within 15 days after receipt of the Certificate. Within 7 days of receipt of the Certificate by us, we will pay the Account Value, adjusted by any Market Value Adjustment computed on the Date the Certificate is received by us, to the Owner. The Market Value Adjustment will only be applied where the change in the rate, as determined in accordance with the formula in the Certificate, is greater than or equal to 0.25%. If the purchase of this Certificate involves the replacement of any existing life insurance or annuity, then the right to review provision is extended to 30 days.

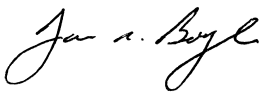
When the Certificate is issued as an individual retirement annuity under Section 408 or Section 408A of the Code, or as otherwise required by applicable law, during the first 7 days of this 15 day period, we will return the amount equal to the Payment made for the Certificate, if greater than the Account Value described above.

Deleted: If replacement is involved, the right to review is extended to 30 days.¶


We hold reserves for our guarantees under this Certificate in a non-unitized MVA Separate Account established within the General Account. The assets of the MVA Separate Account are subject to the liabilities that arise out of the other business that we conduct. General Account assets are also available to meet the guarantees under this Certificate as well as our other general obligations.

Deleted: When the Certificate is issued as an individual retirement annuity, during the first 7 days of this 15 day period, we will return the greater of (i) Account Value, adjusted by any Market Value Adjustment or (ii) an amount equal to the Payment. ¶

Signed for us at Boston, Massachusetts, on the Certificate Date.

[]

President

[]

Secretary

Single Payment Modified Guarantee Deferred Annuity
Non-Participating

AMOUNTS PAYABLE UNDER THIS CERTIFICATE MAY BE SUBJECT TO AN UPWARD OR DOWNWARD MARKET VALUE ADJUSTMENT (SEE PART 6, PAGE 7). AMOUNTS WITHDRAWN UNDER THIS CERTIFICATE MAY BE SUBJECT TO AN EARLY WITHDRAWAL CHARGE (SEE PART 8, PAGE 8 and Specifications Page S.2).

notice of the Subsequent Guarantee Periods available. Unless we receive written instructions from You selecting a Subsequent Guarantee Period from those then available, upon expiration of any Guarantee Period, a Subsequent Guarantee Period of one year will commence. If a one year Guarantee Period is not available, you will be placed in the next shortest available Guarantee Period. Any Subsequent Guarantee Period will begin the day after the expiration of the immediately preceding Guarantee Period. We do not subject an amount to a Market Value Adjustment when it is applied to a Subsequent Guarantee Period.

If you elect a Subsequent Guarantee Period that extends beyond the Maturity Date shown on the Specifications Page, your Maturity Date will be extended to the last day of that Subsequent Guarantee Period. In no event will you be permitted to elect a Subsequent Guarantee Period longer than the shortest Guarantee Period ending on or after the Maximum Maturity Date shown on the Specifications Page.

PART 6: MARKET VALUE ADJUSTMENT (MVA) FORMULA

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The Market Value Adjustment Factor is determined by the following formula:

$$\left[\frac{1+i}{1+j+k} \right]^{\frac{n}{12}}$$

Where i, j, k and n are defined as follows:

i = guaranteed rate in effect for the current Guarantee Period for this Certificate

j = rate offered on a Guarantee Period equal to number of months remaining in the current Guarantee Period, as of the date your request is processed. For purposes of this calculation, months remaining will be rounded up to the next nearest whole number. If a rate for this duration is not available (for new purchases), the Company will declare a rate solely for this purpose that is consistent with rates for durations that are currently available

k = Adjustment Factor, as indicated on the Specifications Page. This Adjustment Factor effectively reduces the amount paid and functions as an additional withdrawal charge.

n = number of months from date that any amounts withdrawn or converted to Annuity Payments are processed to the end of your current Guarantee Period. In the case of partial months, n is rounded up to the next month.

The amount of Market Value Adjustment, if any, upon withdrawal is specified in Part 8, "Withdrawals."

The Market Value Adjustment is equal to $A \times (B-1)$ where A is the amount subject to adjustment, and B is the Market Value Adjustment factor above. The Market Value Adjustment may be positive or negative.

PART 7: INTEREST ON ACCOUNT VALUE

The Account Value is the value of the amount allocated to the Guarantee Period, reduced by any Gross Withdrawal Amounts and reduced by any other applicable charges described in the Certificate and accumulated with interest. The Account Value will accumulate at a rate of interest determined by us and in effect on the date the amount is allocated to the Guarantee Period. The Initial Guaranteed Interest Rate is shown on the Specification Page. The Initial Guaranteed Interest Rate may vary based on the amount of the Payment allocated to the Guarantee Period and will apply throughout the Initial Guarantee Period. At the commencement of any Subsequent Guarantee Period, the interest rate credited will be at least equal to our declared interest rate then in effect for new policies of the same size with Guarantee Periods of the same duration commencing at the beginning of the Subsequent Guarantee Period. All such declared interest rates will be expressed on an annual effective basis and will never be less than the guaranteed